

1 ANTHONY L. HALL, ESQ.
2 Nevada Bar No. 5977
3 ahall@hollandhart.com
4 RICARDO N. CORDOVA, ESQ.
5 Nevada Bar No. 11942
6 RNcordova@hollandhart.com
7 HOLLAND & HART LLP
8 5441 Kietzke Lane, Second Floor
9 Reno, Nevada 89511
10 Telephone: (775) 327-3000; Fax: (775) 786-6179
11 *Attorneys for Defendants*

12 CHARLES A. JONES, ESQ.
13 KELLY MCINERNEY, ESQ.
14 JONES LAW FIRM
15 9585 Prototype Court, Ste. B
16 Reno, Nevada 89521
17 Telephone: (775) 853-6440; Fax: (775) 853-6445
18 *Attorneys for Plaintiffs*

19 **UNITED STATES DISTRICT COURT**

20 **DISTRICT OF NEVADA**

21 ERNESTO AMADOR, LUIS ANGUIANO
22 and JUAN CARLOS “VICTOR” MARTINEZ
23 as individuals, and on behalf of all others
24 similarly situated,

25 v.
26 Plaintiffs,

27 BULLY’S SPORTS BAR & GRILL, INC. a
28 Nevada Corporation, and SHARLING “JO”
SONNER, an individual,

29 Defendants.

30 CASE NO.: 3:15-CV-00022-HDM-VPC

31 **STIPULATION TO DISMISS THE
32 CLAIMS OF FLSA COLLECTIVE
33 ACTION GROUP 1 AND 3, WITH
34 PREJUDICE AND ORDER
35 GRANTING SETTLEMENT
36 APPROVAL**

37 Plaintiffs Ernesto Amador and Juan Carlos “Victor” Martinez , on behalf of themselves
38 and others similarly-situated who have opted into this matter as members of FLSA Collective
39 Action Groups 1 and 3 (“Plaintiffs”), as those groups are defined in the Third Amended
40 Complaint, commenced this action on behalf of themselves and those similarly-situated against
41 Defendants Bully’s Sports Bar & Grill, Inc. (“Bully’s”) and Sharling “Jo” Sonner (“Sonner”)

1 ("Defendants"), seeking alleged unpaid wages and overtime compensation under the Fair Labor
2 Standards Act ("FLSA"). The Parties have agreed to settle this action on the terms and
3 conditions set forth in the Settlement Agreement and Release, attached hereto as Exhibit 1. The
4 Court previously entered Judgment in favor of FLSA Collective Action Group No. 2 via an
5 accepted Rule 68 offer of Judgment (ECF No. 101). This Court is very familiar with the claims
6 alleged in this action, the amount of the settlement in the aggregate, the individual amounts paid
7 to each member of FLSA Collective Action Groups 1 and 3, the scope of the release, the
8 amount paid to counsel in attorney's fees and costs, and the other terms and conditions of
9 Settlement as set forth in Exhibit 1. Specifically, both parties have discussed these issues in detail
10 with the Court as set forth in ECF No. 174. The Court is also aware of the fact that each of the
11 Plaintiffs have agreed to the individual settlement amounts reflected in Exhibit 1.

12 Having carefully reviewed the Settlement Agreement and Release, and having reviewed
13 and determined that the proposed settlement was reached in good faith, meeting the
14 requirements of fairness, adequacy and reasonableness, the Court hereby **APPROVES** the
15 Settlement Agreement and Release and ORDERS as follows:

16 1. The Court finds that the Settlement Agreement is within the range of
17 reasonableness of an FLSA settlement.

18 2. The proposed settlement amount is fair and reasonable, will avoid substantial
19 costs, delay and risks that would be presented by the further prosecution of the litigation, and
20 has been reached as the result of arms-length, non-coercive, and non-collusive negotiations
21 between the Parties. In addition, the Court grants the Fee Award requested in the Settlement
22 Agreement.

23 3. Accordingly, the Court approves the Parties' request for approval of the
24 proposed Settlement, and hereby enters final judgment and dismisses this action with prejudice.

25 **IT IS SO ORDERED.**

26 Dated: March 28, 2018



28 UNITED STATES DISTRICT JUDGE